

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

CELSIUS NETWORK LIMITED and
CELSIUS KEYFI LLC,

Plaintiffs,

v.

JASON STONE and KEYFI, INC.,

Defendants.

Chapter 11

Case No. 22-10964 (MG)

Jointly Administered

Adversary Proceeding
No. 22-01139 (MG)

**DECLARATION OF PATRICK HOLERT IN SUPPORT OF
CELSIUS' MOTION FOR PRELIMINARY INJUNCTION**

I, Patrick Holert, declare under penalty of perjury:

1. I am the Chief Operating Officer for Celsius Mining LLC, which operates a Bitcoin mining business and is a fully owned subsidiary of Celsius Network Limited (“Celsius”). I was previously a Financial Risk Officer at Celsius.

2. I have a BA in Economics and Mathematics from Claremont McKenna College and attended the University of Chicago Booth School of Business.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network, Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); and Celsius US Holding LLC (7956). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 121 River Street, PH05, Hoboken, New Jersey (07030).

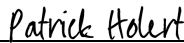
3. I submit this declaration (the “Declaration”) in support of Celsius’ Motion for a Preliminary Injunction. Except as otherwise indicated, all facts set forth herein are based on my personal knowledge and on documents and information available to me based on my work for Celsius.

4. Beginning around September 3, 2020, certain of Celsius’ officers engaged in periodic calls with Defendant Jason Stone during which they sought to understand and assess Defendants’ trading strategies and assess risk. Significantly, Defendants’ reporting practices were unsatisfactory and not consistent with the parties’ agreements. For example, Stone promised that his team was designing and would soon deliver a so-called “wormhole” program that would automatically track Defendants’ deployments to provide greater transparency to Celsius concerning Defendants’ activities. To my knowledge, Stone never delivered on this promise.

5. In early 2021, I was told that Celsius had instructed Defendants to return the cryptocurrency coins that Celsius had made available to them for deployment, so that Celsius could perform an accounting and establish enhanced security protocols. To my knowledge, by late March 2021 the Defendants still had not returned all the coins in their control.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge and belief.

Dated: November 4, 2022

DocuSigned by:

Patrick Holert